

ACTIVE SWIMMING LESSON MEMBERSHIP TERMS AND CONDITIONS

1. All membership packages require a minimum of 30 days' notice for cancellation by the member. Inverclyde Leisure will continue collecting monthly instalments until such times are notified in writing by the member completing a cancellation form in person.
2. If a member fails to pay any instalment or any part thereof within 14 days of its due date, or commits any breach of the terms and conditions (whether expressed or implied) of this Agreement the final month fee will still be due.
3. If a member fails to pay an outstanding balance within 14 days of its due date, the member will be automatically unenrolled from the programme.
4. If any instalments payable hereunder or any part thereof shall remain unpaid after such instalment has become due, then interest shall be payable on that instalment or part thereof at the rate set for interest in a Small Claims Court Action, from the date the instalment fell due.
5. The Member's obligation to repay the total amount payable in accordance with the terms of this Agreement is not affected by any decision taken by the member, for whatever reason, to cease to be a member except as otherwise provided in this Agreement.
6. If the member fails to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us. "
7. Any other information which is required to be given by the member must be personally handed in to the Waterfront Swim School.
8. No relaxation or indulgence, which the Management of Inverclyde Leisure may extend to a member, shall prejudice Inverclyde Leisure's rights under this Agreement.
9. Where there is more than one adult referred to the Agreement then the word "Member" shall refer to each of the said adults both jointly and severally and any obligation of the members shall be joint and several.
10. All direct debits are a legally binding contract between the member and the company. Collections will be made on or after the 1st or 15th of the month.
11. Membership card/key fob must be presented at each facility on every visit. Failure to do so may result in entry being refused. It is the member's responsibility to ensure no other party has access to this card, as fraudulent behaviour will be dealt with accordingly. Lost membership card/key fob will be replaced at a cost of £2.00.
12. Members may freeze their membership if they are unable to use the facilities for long periods of time. The minimum period for freezing a membership is one month and a maximum of six months. A £10 administration fee will be applied for each month affected. Notice must be given 30 days prior to the next direct debit collection date. Longer periods of time due to serious illness may be requested to the Swim School Manager for consideration. The Swim School Manager reserves the right to decline the option of freezing memberships should they feel the system is being abused. (All memberships that require a freeze must go through Swim School Manager for authorisation)
13. Member's upgrades and downgrades may incur an administration fee.
14. Management reserve the right to alter opening times as per operational requirements.
15. This agreement is binding to all parties after the primary member has signed to confirm the contracted agreement.
16. For security and identifications purposes, we require to take a head and shoulders photograph of each member as part of their application. If this is not completed access may be denied.
17. All membership monthly payments must be paid by direct debit. Cash payments are not allowed. If a direct debit payment is rejected by the member's bank, Inverclyde Leisure will seek to collect the payments at the next available processing run which will take place on either the 1st or the 15th of each month, whichever comes first. Affected members will be notified of this by letter.
18. If any of the Management Rules or Terms & Conditions applicable to Inverclyde Leisure are breached the membership may be cancelled at any time without notice by Inverclyde Leisure management.
All memberships may be subject to an annual price increase.
19. Inverclyde Leisure may periodically review the membership packages and will inform the member of any changes with a minimum of 30 day's notice by the following means of contact: social media, email, website & public notices.
20. You give Inverclyde Leisure permission to hold your bank account details and also, for them to be placed on to our system, even after cancellation or lapsing of your membership.
21. Please note the Swim School office is open business hours Monday to Friday
22. Inverclyde Leisure cannot guarantee the same day and time whether staying or moving levels within the programme. We will endeavour to allocate your booking to the nearest available space based on your previous class day and time.
23. Inverclyde Leisure guarantees a minimum of 48 weeks of lessons per year. Inverclyde leisure deliver 50 weeks of lessons per year. The additional allowance we offer is to cater for any instances where lessons are unfortunately cancelled due to unforeseen circumstances or special events.
24. By joining the swimming lesson programme, you consent and agree to the terms and conditions listed.